

ACKERLIND, ADMINISTRATOR OF LIND, *v.*
UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

No. 293. Argued March 15, 1916.—Decided April 3, 1916.

Notwithstanding the requirements of § 3744, Rev. Stat., requiring contracts made by the Secretaries of War, of the Navy, and of the Interior to be reduced to writing and signed by the contracting parties, reformation of a contract so executed may be required in a proper case as against the United States, as it may be required notwithstanding the provisions of the Statute of Frauds.

Failure of a contractor to read the contract before executing the contract, the terms of which he had previously seen is not enough to debar him from seeking relief by having it properly reformed.

Although the Court of Claims may not have made findings in terms of certain facts which it has plainly assumed in its decision to be true,